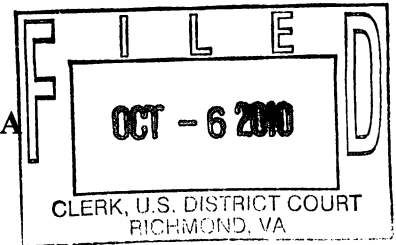


**UNITED STATES DISTRICT COURT
IN THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**



PETER LAU,

Plaintiff,

v.

**Civil Action No. 3:10cv718
JURY TRIAL DEMANDED**

**RESIDENTIAL ACCEPTANCE
NETWORK, INC., now known as
RANLIFE, INC.,**

**SERVE: CT Corporation System, Registered Agent
4701 Cox Road, Suite 301
Glen Allen, VA 23060**

Defendant.

COMPLAINT

NOW COMES the Plaintiff, **PETER LAU**, by counsel, and for his Complaint against the Defendant, **RESIDENTIAL ACCEPTANCE NETWORK, INC., now known as RANLIFE, INC.**, he alleges as follows:

PRELIMINARY STATEMENT

1. This is an action for actual, statutory and punitive damages, costs and attorney's fees brought pursuant to the Federal Equal Credit Opportunity Act (ECOA), 15 U.S.C. §1691, *et seq.*, and the Federal Fair Credit Reporting Act (FCRA) 15 U.S.C. §1681 *et seq.*

JURISDICTION

2. The jurisdiction of this Court is conferred by 15 U.S.C. §1681(p). Venue is proper as all relevant events occurred in this District and Defendant, operates in Virginia through registered agents and offices.

PARTIES

3. Plaintiff is a natural person and resident of the State of Virginia and is a “consumer” as governed by the ECOA

4. Upon information and belief, **RESIDENTIAL ACCEPTANCE NETWORK, INC., now known as RANLIFE, INC.**, is a corporation doing business as a financial institution and doing significant business in the Richmond Division, in the Eastern District of Virginia. At all times relevant hereto it was a “creditor” as governed and defined by ECOA, 15 U.S.C. §1691a(e) and a “user” of the Plaintiffs’ consumer credit reports as governed by the FCRA (15 U.S.C. §1681b(f)).

FACTS

5. On or about October 14, 2009, the Plaintiff completed his application for a loan, which was thereafter submitted to Defendant for consideration and approval.

6. The Defendant obtained and used the Plaintiff’s consumer credit report on or about October 14, 2009 in and for a credit decision to reject the Plaintiff’s application for that loan.

7. When this credit decision was rendered upon the Plaintiff’s application, it constituted an adverse action. The Plaintiff’s application was not approved.

8. Thereafter, Defendant did fail to send to Plaintiff any notice of this adverse action, or of a statement of his rights under the FCRA or ECOA.

COUNT ONE: VIOLATION OF THE EQUAL CREDIT OPPORTUNITY ACT
15 U.S.C §1691(d)(2)(b)

9. Plaintiffs reiterate and incorporate paragraphs 1 through 8 above as if fully set out herein.

10. Defendant violated the ECOA by failing to provide the Plaintiff (a.) any accurate notice of action taken upon Plaintiff’s application, (b.) any accurate written notice of adverse action taken upon Plaintiff’s application, and/or (c.) the disclosures required by the ECOA, 15 U.S.C §1691(d)(2)(b).

11. As a result of the above alleged ECOA violations, the Plaintiff suffered actual

damages including without limitation, by example only and as described herein on Plaintiff's behalf by counsel: the loss of his rights to determine the basis for credit denial, loss of credit, damage to reputation, embarrassment, humiliation and other emotional and mental distress.

12. As a result of the above alleged ECOA violations, the Defendant is liable to Plaintiff for his actual damages pursuant to 15 U.S.C. §1691(e)(a), for punitive damages of \$10,000.00 pursuant to 15 U.S.C. §1691e(b), and for attorneys fees and costs pursuant to 15 U.S.C. §1691e(d).

13. Plaintiff is entitled to equitable relief against the Defendant requiring delivery of compliant notices in all future instances.

COUNT TWO: VIOLATION OF FAIR CREDIT REPORTING ACT
15 U.S.C. §1681m

14. Plaintiff reiterates and incorporates paragraphs 1 through 13 above as if fully set out herein.

15. Defendant obtained the Plaintiff's credit reports from *Trans Union* and *Experian* on or about October 14, 2009, and took an adverse action against the Plaintiff that was based in part on the Plaintiff's credit reports. Thereafter, it failed to provide a written notice of its credit decision to the Plaintiff or a statement of his rights under the FCRA.

16. The failure of the Defendant to send an adverse action notice to the Plaintiff on the credit denial decision willfully violated the Fair Credit Reporting Act, 15 U.S.C. §1681m.

17. If the Defendant's credit decision was based on information other than information obtained from a credit reporting agency, the Defendant in this case willfully violated the FCRA by failing to provide the notice required by §1681m(b) to the Plaintiff.

18. In the alternative of a willful violation, the Defendants' violations were negligent.

19. As a result of the above alleged FCRA violations, the Plaintiff suffered actual damages including without limitation, by example only and as described herein on Plaintiff's behalf by counsel: the loss of his rights to determine the basis for credit denial, loss of credit,

damage to reputation, embarrassment, humiliation and other emotional and mental distress.

20. As a result of these FCRA violations, the Defendant is liable to the Plaintiff, for statutory damages from \$100.00 to \$1,000.00 pursuant to 15 U.S.C. §1681n(a)(1)(A), for actual damages pursuant to 15 U.S.C. §1681n and §1681o if the amount of actual damages is greater than the statutory amount; Defendant is also liable for punitive damages with regard to the Plaintiff pursuant to 15 U.S.C. §1681n(a)(2), and for attorneys fees and costs pursuant to §1681n and §1681o.

WHEREFORE, Your Plaintiff demands judgment for actual, statutory and punitive damages against Defendant; for his attorneys fees and costs; for pre-judgment and post-judgment interest at the legal rate, and such other relief the Court does deem just, equitable and proper.

TRIAL BY JURY IS DEMANDED

PETER LAU

By

Counsel

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